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# Union-Endicott Central School District

BUS  
6353

**Agreement** between the

**Superintendent of Schools**

**Union-Endicott CSD** and the

**Transportation Employees**

**RECEIVED**

FEB 22 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

45

July 1, 2003 - June 30, 2007



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UNION-ENDICOTT CENTRAL SCHOOL DISTRICT  
Towns of Union and Owego and  
Counties of Broome and Tioga

## ***COLLECTIVE BARGAINING AGREEMENT***

This agreement made and entered into this 16th day of March, 2004, by and between the **UNION-ENDICOTT CENTRAL SCHOOL DISTRICT** of the Towns of Union, Broome County, and Owego, Tioga County, New York, and the **TRANSPORTATION EMPLOYEES ASSOCIATION** of the UNION-ENDICOTT CENTRAL SCHOOL DISTRICT.

WITNESSETH that the parties, in consideration of the mutual covenants and conditions herein contained here by agree as follows:

### **1. LEGAL PROVISIONS**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **2. CONFORMITY TO LAW**

The terms of this contract shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this contract is found to be contrary to law by any Court of competent jurisdiction from whose Decree or Judgment no Appeal has been taken within the time provided for by law, such provision of the contract shall then be deemed to be modified to conform to said decision. All other provisions of this contract shall, nevertheless, remain in full force and effect.

### **3. NO STRIKE CLAUSE**

It is agreed by the Association that it does not assert the right to strike against the school district, to assist or participate in such strikes or to impose an obligation to conduct, assist or participate in such a strike.

### **4. INCORPORATION BY REFERENCE**

It is agreed by and between the parties that terms and conditions of employment not displayed in this agreement will be determined by present Board policies.

### **5. UNIT DEFINITIONS**

The Transportation Employees Association bargaining unit is defined as employees of the Union-Endicott Central School District appointed by the Board of Education to the Civil Service title of Bus Driver, School Bus Route Coordinator, or Automotive Mechanic as defined by the Broome County Department of Personnel and scheduled to work twenty (20) hours or more per week in a regular employment relationship.

**6. CONSENT TO CHANGE AGREEMENT**

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of both parties in written and signed amendments to this agreement.

**7. NEGOTIATIONS OF MATTERS NOT SPECIFIED**

It is agreed by and between the parties that subjects not displayed in this agreement and subjects not discussed during negotiations leading to this agreement, which are considered by both parties to be terms and conditions of employment, may by mutual consent, be opened for negotiations during any year of this agreement.

The subjects so determined must be declared as negotiable by the parties by March 1 of each year of this agreement.

**8. DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2003 through June 30, 2007.

**9. REPRODUCTION OF AGREEMENT**

It is agreed by and between the parties that the final ratified document will be reproduced at district expense. Copies will be distributed via internal mail to all unit members.

**10. PUPIL BEHAVIOR**

It is agreed by and between the parties that district regulations governing pupil behavior on buses will be promulgated at the beginning of each school year.

**11. PAYROLL DEDUCTIONS**

Any bargaining unit member may have his or her paycheck deposited directly into any bank or credit union on the district's approved list. To begin direct deposit of paychecks, the employee must submit to the payroll office a signed authorization form granting the district permission to transmit pay to the bank or credit union chosen by the employee. It is understood that the full amount of the employee's paycheck must be submitted for direct deposit.

Upon receipt of proper authorization, employees of the bargaining unit may have automatic payroll deduction for the purpose of purchasing U.S. Savings Bonds.

**12. PARKING EXPENSES**

It is agreed by and between both parties that expenses for district vehicle parking incurred by drivers while on duty will be reimbursed at the rate incurred.

### 13. MEAL TICKETS

When assigned to field trips, a driver will receive one meal ticket (\$5.00) for every four (4) hours of field trip assignment. If the field trip follows a morning or afternoon bus run, and the total amount of continuous work time of the regular bus run and the field trip exceed four (4) hours, the driver will be eligible for one meal ticket (\$5.00).

### 14. FINGERPRINTING FEE

The district will pay for the cost of the fingerprinting and criminal history review as required by Article 19A of the Vehicle and Traffic Law.

### 15. FIELD TRIPS

- A. At the beginning of each school year, three field trip rosters will be posted – one for day trip drivers; one for evening, night and weekend drivers; and one for overnight drivers. The list will contain the names of bus drivers, arranged in alphabetical order, who have notified the Supervisor of Transportation of their interest in driving for field trips. A new field trip list will be created each school year.

- B. At the beginning of each month, the following information will be posted:

1. Field trip hours driven during the previous month.
2. Total field trip hours driven for the school year to date.
3. Field trip hours refused.

- C. A driver who refuses five consecutive field trip assignments, unless refusal is for one of the acceptable reasons listed below, will be removed from the field trip list. A driver removed from the field trip list may be restored to the trip list only after a meeting with the Supervisor of Transportation or his/her designee.

- D. Acceptable reasons for refusal of a field trip are:

1. If a driver is absent because of illness on a Friday, the field trip will be assigned to another driver, but the driver will not be charged with a refusal for a Saturday field trip. If a driver is assigned a Saturday field trip and calls in sick on Saturday, a doctor's excuse may be required in order to avoid being charged with a refusal.
2. Death in the immediate family.
3. Schedule conflict because of another Union-Endicott School District job.
4. Sundays, holidays (defined by work calendar for bus drivers), winter and spring break. Where the holiday falls on a Monday, the holiday period will begin at the end of the school workday preceding the holiday.
5. All other reasons will be considered a refusal.
6. Short notice. Short notice will be defined as a field trip offer that is made less than 36 hours prior to the start of the field trip.

- E. There will be a two (2) hour minimum for all field trips for those field trips where the driver is required to return to work during the day, in the evening, on a holiday, or on a weekend. If the trip begins more than a half-hour after contract time ends, the driver will receive a two (2) hour minimum.



- F. Overnight field trips - Drivers will be paid the field trip rate while on duty (i.e. driving time and waiting time while on bus). The District will pay expenses for meals and hotels according to District policy.
- G. If a field trip is refused by everyone on the field trip list, a driver (or drivers) will be assigned to drive.
- H. A separate sign-up sheet will be maintained for bus drivers volunteering to drive for overnight field trips. A driver will not receive a refusal for such trips unless the driver gives less than 72 hours notice.
- I. All field trips will be handed out by low hours as per route schedules. EXAMPLE: If a trip starts at 4:00 PM, and the low hour driver's contracted run goes until 4:30 PM, the trip will be given to the next lowest hour trip driver whose contract ends at 4:00PM.

## **16. FIELD TRIP RATE**

The hourly field trip rate will be \$12.20 for the 2003-2004 school year. Beginning July 1, 2004, the field trip rate for each school fiscal year, beginning July 1, will be the average of the base hourly rates for all drivers employed as of February 1 of the previous school fiscal year. If the average hourly rate for drivers employed during the school year is lower than the current year's field trip rate, the current year's field trip rate, rather than the new field trip rate, will be used.

## **17. SENIORITY**

- A. When a run becomes available, drivers will be given the opportunity to request a run change before a new driver is employed.
  - 1. In the case of more than one request, consideration will be given on the basis of seniority.
  - 2. All contractual route openings are to be let out by seniority. Non-contractual work (i.e. SPARK, Psych Center, and any other short-term or irregular assignment) will be assigned in a way that is economical and efficient by the Director of Transportation. The most senior driver that meets these criteria will be assigned. If a route opening (either contractual or non-contractual) is turned down, the person refusing the route cannot later bump someone for that opening. NOTE: This article does not apply to driver training or summer cleaning assignments.
  - 3. Once a driver has bid on a route and is assigned such route, the route shall belong to the driver and will not be reassigned or radically changed or affect the contract time by more than one-quarter (1/4) of an hour, without an explanation which is to be provided at the request of the driver.
- B. Seniority is defined as continuous employment beginning with the date of a regular appointment.
  - 1. Leaves of absence will not break seniority, but the time on leave will not be counted as time in service.
  - 2. Employees represented by the Transportation Employees Association will continue to earn seniority while on paid status. Paid status includes days when a member of the bargaining unit is paid either by the District or by Workers' Compensation. This article is to be used solely for the purpose of determining a driver's seniority.

## **18. SAFETY INCENTIVE AWARD**

- A. Each driver of the Union-Endicott Central School District will be eligible for a safety incentive award, if at the end of the year, he/she has had:
1. No assigned responsibility for damage to bus, property of others, or injury to passengers, and proper care of the school bus. Proper care of the school bus shall include: cleanliness, reporting of vandalism or damage to the bus, and following proper bus fueling procedures (second notice of failure to follow proper fueling procedures will be considered evidence of lack of proper care).
  2. No more than one traffic violation reported by school personnel or police.
  3. No more than one written warning by school personnel or police concerning excessive speed on the highway, streets, school property, turns and curves.
- B. The Safe Driver Incentive will be \$400 for any bus driver or mechanic who meets the eligibility requirements outlined in this article.
- C. Assigned responsibility shall be defined as:
- Assigned responsibility shall be defined as: An event or accident that results in damage to school district property or damage to the property of others in excess of \$100. The \$100 limit shall include the cost of parts and labor to repair damage. A driver shall be considered to be without fault in the following situations:
- Pedestrian walks into the side of a stopped vehicle.
  - Bicyclist collides with a stopped vehicle.
  - Collision with an emergency vehicle unless Vehicle and Traffic law is violated by the driver.
  - Vehicle door opens into passing traffic.
  - School vehicle is damaged by the load or parts of another moving vehicle.
  - Injury of person hitching on school bus with bus driver unaware of situation.
  - All animal accidents except cattle at a marked road crossing.
  - School vehicle hit by stone or object thrown by a person.
  - Object falling on vehicle.
  - Vehicle strikes hole, oil slick, etc. unless warning signs or barricades mark the danger area.
  - Moving or stopped vehicle catching fire.
  - Other unusual conditions as determined by the Director of Transportation.
- D. If the safety bonus has been lost, the employee will be notified within two weeks following final appraisal of bus and/or property damage.

## 19. HOLIDAYS

**Bus Drivers:** Nine (9) paid holidays will be granted: Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day. The district will specify the specific dates for paid holidays on the bus driver's calendar each year.

**Mechanics:** Eleven (11) paid holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day.

## 20. HEALTH INSURANCE/DENTAL INSURANCE

### A. Health Insurance

1. The District shall provide for members of the bargaining unit on paid status and in accordance with the eligibility criteria listed in 21(C), the option to enroll in one of the following health insurance plans.
  - a. Blue Cross / Blue Shield Traditional Indemnity Plan with Major Medical (prescription under Major Medical; Major Medical deductible \$74 per individual and \$225 per family).
  - b. Blue Cross / Blue Shield PPO (H) (\$5/\$15/\$30 prescription)
2. The District will contribute toward monthly premium payments at the rate of 95% for an employee choosing the individual health insurance plan and 90% for an employee choosing the family health insurance plan. the employee shall be responsible for the remainder of the health insurance premium payment.
3. Members of the bargaining unit on unpaid status shall be responsible for 100% of the health insurance premium payment, if eligible to continue enrollment in the insurance program. Failure to pay the premiums by the deadlines established by the District shall result in cancellation of the health insurance policy.
4. When an employee is out of work because of a work-related disability (i.e. eligible to receive Workers Compensation payments for lost work time), the District will pay the employers share of the health insurance premium for the period of time the employee is unable to work because of the work-related disability, but not to exceed one year from the date of the event which caused the disability.
5. Employee contributions to the cost of the health insurance premium shall be made on a pre-tax basis in accordance with IRS regulations concerning flexible spending accounts. Members of the Association shall have the option of declining a flexible spending account.

### B. Dental Insurance

1. The District shall provide for members of the bargaining unit on paid status, and in accordance with the eligibility criteria listed in 21(C), the option to enroll in the Blue Shield Dental Program, Plan I. the District shall pay 100% of the premium cost for eligible members of the bargaining unit choosing either individual plan coverage or family plan coverage.
2. Members of the bargaining unit on unpaid status shall be responsible for 100% of the dental insurance premium payment, if eligible to continue enrollment in the insurance program. Failure to pay the premiums by the deadlines established by the District shall result in cancellation of the dental insurance policy.

3. Members of the bargaining unit who retire during the term of this agreement will have the option to continue participation in the group dental plan. The retired employee must pay 100% of the premium cost, in accordance with a payment schedule to be established by the District, in order to continue participation in the group dental insurance program. To be eligible for this benefit, the bargaining unit member must notify the District in writing prior to the effective date of the employee's retirement.

C. Eligibility for Health and/or Dental Benefits

1. Members represented by the Transportation Employees Association who work 20 hours per week or more (regular work schedule) shall be eligible for health insurance and/or dental insurance benefits.

## 21. RETIREMENT

- A. The New York State Employees' Retirement System Plan 75-i will remain in effect for each year of this agreement.

B. Retirement Benefit

1. Qualifications for Retirement Benefit

- a. Age 55 or older.

- b. Minimum 15 years of full-time (20 hours or more per week).

- 1) Continuous years of service shall constitute all years of service for which the employee has encumbered a position within the job title. Only time on paid status shall be counted for the purpose of determining eligibility for this benefit..

**NOTE:** It is understood that these eligibility qualifications (1a. and 1b.) are intended to be the same as if a person were to retire under the New York State Employees' Retirement System.

- C. Letter of resignation (for retirement submitted at least four (4) months prior to last day of employment.

- D. Sick days will be computed as earned.

1. Benefit

- a. Health insurance is to be determined by percentage of unused sick time accumulated on the last day of employment prior to retirement and the qualifications listed in section 1 of this article.

<u>% of Unused Sick Days</u>	<u>&lt;30%<sup>1</sup></u>	<u>30-49%</u>	<u>50-59%</u>	<u>60%+</u>
Individual Policy	50%	75%	80% or 75% + \$3000/\$1500*	85% or 75% + \$6000/\$3000*
Family Policy	35%	60%	65% or 60% + \$3000/\$1500*	70% or 60% + \$6000/\$3000*

### Computation of Unused Sick Days

$$\% = \frac{\# \text{ of Unused Days at Retirement}^2 \times 100}{\text{Maximum Possible \# of Sick Days}^*}$$

Maximum Possible # of Sick Days\*

#### EXAMPLE:

$$100 \text{ Unused Sick Days} = .5 \times 100 = 50\%$$

Maximum Possible (200)

Eligible for:

80% individual coverage or

75% individual coverage and \$3000/\$1500.

Eligible for:

65% family coverage or

60% family coverage and \$3000/\$1500.

- b. Benefit is available to a qualified employee retiring from service with the Union-Endicott Central School District and surviving spouse. The benefit will be the same health insurance plan offered to active employees of the District. Retiree (or surviving spouse) shall be responsible for the portion of insurance premium not paid by the District. Failure of the retiree or surviving spouse to pay the required portion of the insurance premium will result in cancellation of the policy.
- c. Those bargaining unit members who are not enrolled in the District health insurance plan, but who would otherwise qualify for the benefit described in this article, shall be eligible to receive the cash in lieu of health insurance (\$3,000 or \$6,000) for those employees who have sufficient number of accumulated sick days to qualify for the benefit (i.e. 50-59% of accumulated sick days to qualify for \$3,000 and more than 59% to qualify for \$6,000)

<sup>1</sup> This column applied only to those drivers hired after July 1, 1997. Bargaining unit members hired prior to July 1, 1997 will be "grandfathered" at the benefit level schedule in force prior to this agreement.

\* Part-time employee

<sup>2</sup> Maximum possible number of sick days and number of unused sick days at retirement will be calculated based on available records. Sick bank contributions will not be included in the calculation.

Bargaining unit members not enrolled in the district's health insurance plan or choose to not participate in the health insurance plan after retirement shall have the option of receiving the following benefit for unused sick leave days:

% UNUSED SICK DAYS	50% - 59.99%	60% +
Amount/Unused Sick Days	\$15	\$20
Maximum Payment	\$3,000 Full-time \$1,500 Part-time	\$6,000 Full-time \$3,000 Part-time

## 22. SICK DAYS

- A. Record keeping for sick day use will be a responsibility of the transportation office. The transportation office will provide an accounting of sick leave use by each employee prior to September 1 of each year of this agreement.
- B. Medical evidence as provided by a physician's statement must be presented for each case of illness over three (3) days in succession, if requested by the transportation supervisor.

Intermittent absence which becomes excessive will require a physician's statement if requested by the transportation supervisor.

- C. Elective hospitalization or confinement will be paid for only if a physician's statement is provided mandating incapacitation during the work year. In the absence of such verification, time off for elective hospitalization or confinement will be without pay.
- D. Sick leave will be earned at the rate of one day per month in which the employee works more than 50% of the maximum possible number of work days in the month according to the work calendar issued by the District for bus drivers and mechanics. Drivers will earn ten (10) sick days per year. Mechanics will earn twelve (12) sick days per year. Bus drivers and mechanics working fewer than 50% of the assigned work days (according to the District calendar) will earn no sick time.

**EXAMPLE:** If the assigned work days for the month = 17, an employee must work at least 8.5 days in that month to earn one sick day for that month. Employees working fewer than one-half the assigned work days (.5 and over rounded up to the next highest whole number) in the month, will earn no sick day for that month.

- E. One day of earned sick time may be used for approved sick leave regardless of the number of hours per day worked at the time the sick leave is used.
- F. Use of Sick Days – DRIVERS - The minimum amount of sick leave chargeable will be 1/2 day for drivers assigned two (2) runs per day and 1/3 for drivers assigned three (3) runs per day.

## 23. SICK LEAVE BANK

### A. Employee Contributions

1. If the number of days remaining in the bank falls below 150, employees will have to replenish the bank by contributing another day from accumulated sick leave time.
2. New employees will contribute one day to the bank at the beginning of their second year of employment.

### B. Eligibility

1. Employees will become eligible to apply for sick days from the sick leave bank beginning with their second year of employment. At that time, eligibility to apply to the sick leave bank will be as follows:

Year 2 - 6	-	Maximum - 10 days per year of service
Over 6 years service	-	60 days maximum

### C. Committee

#### 1. Members

- a) Member from applicant's unit (chosen by president of association).
- b) Member from another employee unit using the following rotation:

- Aides and Monitors
- Cafeteria Workers
- Transportation Employees

c) Supervisor

d) Superintendent's designee.

#### 2. Voting

- a) Simple majority vote for first application to the bank.
- b) Unanimous vote for second application to the bank for the same illness. Similar diagnosis within a 6 month period of time shall be considered the same illness, and will require unanimous approval.

### D. Guidelines

1. Written request.
2. Physician's written statement required, stating nature of the illness and the expected date of return.
3. Exhaustion of employee's own accumulated sick time.
4. Applicant must have worked for the district for at least one year to be eligible to receive sick bank consideration.

5. Decision to be based on:

- Nature of current illness.*
- Length of employment with the U-E District.*
- Prior attendance history.*

E. The Provisions Of This Article

The provisions of this article apply only to current illnesses of the employee. Similar diagnosis within a 6 month period of time shall be considered the same illness.

F. Request for days from the sick bank may be denied if

1. An employee has used 50% or more of his/her sick leave during each year of employment, unless a physician's statement explains the reason for the absences.
2. An employee demonstrates a regular pattern of absences (e.g. frequently absent on Mondays or Fridays or uses sick days in a regular weekly or monthly pattern), unless such absences are explained by a physician's statement.

G. Permanently disabled persons are not eligible.

H. Workers Compensation

1. Employees receiving disability or Workers Compensation payments are eligible to receive only the difference between the disability payment and the employee's regular salary.
2. Workers Compensation settlements (for lost time only) are to be first used to restore days to the sick bank. Any remaining days from the compensation settlement are to be used to restore sick days to the individual employee.

I. Decisions made by the sick bank committee shall not be subject to grievance.

J. Changes to the Sick Leave Bank

1. Before any changes can be made to the sick leave bank, all employee groups that are party to the bank must agree to make those changes.

## 24. PERSONAL DAYS

The total number of Personal Business Days allowable under the provisions of this article shall be three (3) days per year inclusive of the extremely personal day and days granted under the "other" reason category.

A. Approval for paid absence for personal business will be granted for the following reasons:

1. Attendance at graduation ceremonies for members of the immediate family or self.
2. Religious holidays in compliance with the rules and regulations as prescribed by the Commissioner of Education.
3. For special functions of offices of community service organizations at the discretion, and with the prior written approval, of the Superintendent of Schools.
4. Attendance at legal proceedings in or out of court.



5. For bargaining unit members who have completed 25 years or more of service to the District, one additional personal leave day will be granted solely for the purpose of attending a retirement planning seminar presented by the New York State Employees' Retirement System. This is a one-time benefit.

**B. Extremely Personal Day & Other Personal Business Days**

1. Extremely Personal Day - A maximum of one (1) day per year will be allowed for extremely personal business, with the words "extremely personal" being the only written explanation required. Notification must be given in advance to the Supervisor of Transportation, except in an emergency.

The extremely personal day may not be used for:

- 1) social or recreational purposes;
- 2) the day before or the day after a holiday or vacation.

- a. On a single day, a maximum of one (1) person from the unit may use the extremely personal day. The Supervisor of Transportation shall have the discretion to exceed the limit.
  - b. If the extremely personal day is unused at the end of the contract year, it shall be added to the employee's sick leave accumulation.
2. Other Personal Days - Application for personal business days for reasons other than those listed above may be made to the Supervisor of Transportation. The Supervisor shall have sole discretion to grant these days.

**C. Bereavement**

Up to three (3) days absence will be allowed for death of a family member (per current contract definition). The Director of Transportation shall have the authority to grant up to an additional two (2) days where exceptional circumstances warrant additional time.

Up to five (5) days absence will be allowed for death of a spouse or child.

**D. Family Illness**

Family Illness – Up to five (5) days may be used for the purpose of illness in the immediate family. Definition of "immediate family": spouse, children, parents, or parents-in-law, brother, sister, or any non-relative living with and dependent upon the employee. These five (5) days shall be deducted from the employee's personal sick leave accumulation.

**25. DISABILITY LEAVE**

Any member who anticipates undergoing a state of disability longer than 5 consecutive work days such as, but not limited to, hospitalization or medical treatment may apply for a leave of absence based upon the anticipated disability according to the provision stated as follows. In all such instances an approved leave of absence must be granted before the leave is begun and said days will be chargeable to sick leave of the individual.

**A. REQUEST FOR LEAVE BASED UPON PHYSICAL/MEDICAL DISABILITY**

1. Any member who desires to continue working during the period of time when the disability has been identified, up to the day the disability prevents the performance of required duties, shall be allowed to work provided the member produces a physician's statement asserting that said person is physically/medically capable of performing all duties required, up to and including the date when work is to cease.

2. Any bargaining unit member who is absent for five consecutive workdays for reasons of personal medical/disability or whose accumulated sick leave or Sick Bank credit is exhausted must submit to the Personnel Office a request for a leave of absence prior to the end of the tenth day of absence or prior to the last day of sick leave credit. The leave of absence request will be filed on a leave form provided by the Personnel Office and must be accompanied by a letter from the bargaining unit member's physician stating the following:

- The date on which the employee's medical/disability condition began.
- The anticipated length of the medical disability.

An employee who does not submit a leave request no later than the end of the tenth consecutive day of absence or prior to exhaustion of sick leave credit shall be considered absent without authorization and contractual leave provisions will not be available unless medical circumstances prevent the employee from providing notice within the specified number of days. In order to qualify for an extension of the notification requirements of this article, the employee will have to provide a letter from a medical doctor indicating that the employee was physically incapable of compliance with the notification requirements of this article. In no case, however, will an exception of the requirement to apply for a leave of absence, as required by this article, extend beyond the fifteenth day of absence.

3. All leave time granted under the provisions of this article shall count toward the 12-week leave requirement of the Family and Medical Leave Act (FMLA). Employees with accumulated sick leave or sick days granted by the Sick Bank must use their available sick leave during the period of physical/medical disability.
4. In the event that situations develop which contradict the original physician's statement then the school physician shall be asked for an evaluation.
5. In no case shall the district be obligated to permit a member anticipating a state of disability to continue in the performance of duties where the established performance has declined substantially or is declining at a rapid rate. Said decision shall be at the discretion of the member's physician.

## **26. CHILD CARE LEAVE**

1. Any member, regardless of sex, shall have the right to apply for a leave without pay for childcare purposes. In cases where both husband and wife are workers in this school district only one of the pair shall be entitled to leave.
2. The application for child care leave must be made upon termination of the pregnancy, or when the child becomes a member of the family unit.
3. Childcare leave may be granted for a period of time up to the end of the school year in which the leave began. Upon application, an extension of one year may be granted.
4. A member who has been granted a child care leave upon returning to duty may be assigned to any position in the school district within the civil service title held.
5. All leave time granted under the provisions of this article shall count toward the 12-week leave requirement of the Family and Medical Leave Act (FMLA).

## 27. ENTRY SALARY

### Hourly Entry Level Rate – Bus Drivers

2003-04	2004-05	2005-06	2006-07
\$10.45	\$10.65	\$10.86	\$11.07

### Hourly Entry Level Rate - Mechanics

2003-04	2004-05	2005-06	2006-07
\$11.67	\$11.90	\$12.13	\$12.37

### Hourly Entry Level Rate – Automotive Technician

2003-04	2004-05	2005-06	2006-07
\$10.45	\$10.65	\$10.86	\$11.07

Credit for experience as a bus driver may be given to new employees. Credit for years of experience will be:

#### BUS DRIVERS

<i>1-2 years experience</i>	<i>up to 2% of current year starting pay*</i>
<i>3-5 years experience</i>	<i>up to 4% of current year starting pay*</i>
<i>6 years or more</i>	<i>up to 6% of current year starting pay*</i>
<i>U-E retiree</i>	<i>current year field trip rate</i>

\* Not to exceed amount paid to lowest paid driver with equivalent experience.

#### SCHOOL BUS ROUTE COORDINATOR

*\$18,000*

#### MECHANICS

*District can set starting pay above the minimum entry-level amount depending upon the qualifications of the mechanic.*

## **28. SALARY**

2003-04 – Each continuing (i.e. hired prior to July 1, 2003) member of the bargaining unit will receive an increase of \$.46 per hour over his/her 2002-03 base hourly salary. The 2003-04 salary increase will be retroactive to July 1, 2003.

2004-05 – Each continuing member of the bargaining unit will receive an increase of 3.7% over his/her 2003-04 base hourly salary.

2005-06 – The combined total of hourly rates of all bus drivers, route coordinator, and mechanics will be multiplied by 3.9% to determine a total increase for the bargaining unit. The total amount of the increase will be divided by the number of continuing bargaining unit members to determine the equal share of the increase that each continuing bargaining unit member will have added to his/her 2004-05 base hourly salary.

2006-07 – Each continuing member of the bargaining unit will receive an increase of 3.9% over his/her 2005-06 base hourly salary.

## **29. INCLEMENT WEATHER**

- A. Time off with pay will be provided when buses cannot run because of bad weather conditions or other situation which closes all District schools.
- B. In the event make-up days are required, no additional pay will be given for make-up days.
- C. The District will notify via telephone the president of the Association (or another person designated by the president) when school is closed or delayed because of weather or other emergency. The association president, or other designated driver, will be responsible for initiating a telephone chain to other drivers.
- D. District notice of school closing or delay must be made to the Association president or other designated driver at least thirty (30) minutes prior to a driver's regularly scheduled work start time. If notice is given less than thirty (30) minutes prior to the driver's regularly scheduled work time, the driver will receive compensation, up to one (1) hour, for additional work time.

## **30. WORKWEEK**

### **A. BUS DRIVERS**

- 1. The workweek shall be defined as beginning at 12:01 a.m. Sunday and ending at midnight on Saturday.

### **B. MECHANICS**

- 1. The workweek will begin 12:01 a.m., on Sunday and end at midnight on Saturday. Any reduction in the work week will result in a corresponding reduction in the weekly wages paid to each member of the bargaining unit except in those areas covered under fringe benefits such as sick leave or personal business.
- 2. In order for a reduced work week to affect weekly pay, it will be necessary for the situation to affect the bargaining unit as a group such as snow off or summer hours. (Exclusive of individual situations of no work)

### **31. OVERTIME**

- A. Members of the bargaining unit shall receive overtime pay, at one and one-half the normal rate of pay for any work hours beyond 40 hours in a single work week.
1. A paid holiday or unpaid day will be the same as having worked 8 hours toward the weekly total of 40 hours for the purpose of computing overtime rates.
    - a) Paid holidays and unpaid days are defined by the school district calendar for mechanics or bus drivers.
  2. The work week for part-time positions will not exceed nineteen (19) hours per week and members affected will be subject to the same provisions as described in the above paragraph.
  3. A mechanic who works on a legal holiday will receive time and a half in addition to his regular holiday pay.
  4. Mechanics will receive a minimum of two hours pay when called in to work outside their normal work hours.

### **32. PERSONAL PROPERTY**

The District will reimburse members of the bargaining unit for loss or damage to personal property (e.g. eyeglasses, jewelry and clothing) if said damage occurs in the performance of established duties and is not the result of the employee's negligence.

In order to qualify for reimbursement for personal property damage, the employee must file with the Supervisor of Transportation a written report explaining the circumstances that led to the damage of the property. The written report must be filed within 24 hours of the event that led to the damage and must include the amount of reimbursement sought.

A claim for damaged personal property that is covered by any type of personal property insurance (e.g. homeowners insurance) must first be filed with the employee's insurance company. The employee must submit written proof of the claim and a statement of the amount paid by the insurance company on the filed claim.

The District's liability for reimbursement for personal property damage shall be limited to a maximum of \$250 per employee in a single work year (July 1 through June 30).

### **33. SCHOOL BUS ROUTE COORDINATOR and MECHANICS**

- A. All terms and conditions of employment contained herein this agreement shall apply to the School Bus Route Coordinator and Mechanics, with the following modifications:
1. Workday - Eight (8) hours per day. The daily schedule will be established by the transportation supervisor.
  2. Work year - Twelve (12) months
  3. Vacations for mechanics must be made in writing and must be approved by the Supervisor of Transportation at least 24-hours prior to the start of the vacation. No verbal requests will be accepted and time taken without proper authorization will be deemed time without pay.

Employees hired by the District between July and December 31 will be given 1-year credit for the purpose of computing vacation time. Credit will be granted July 1 of the year following date of hire. Employees hired between January 1 and June 30 will receive 1 year of credit for the purpose of computing vacation time on July 1 of the year following their date of hire. Service credit described in this article shall be used only in the determination of vacation time and shall have no effect on the computation of seniority.

a. Vacation Allowance

- |                             |   |                           |
|-----------------------------|---|---------------------------|
| 1-6 years of service        | - | two (2) weeks per year.   |
| 7-12 years of service       | - | three (3) weeks per year. |
| 13 or more years of service | - | four (4) weeks per year.  |

b. Time for vacations must be taken after time is worked.

c. Service is defined as consecutive years of work for the Union-Endicott Central School District.

d. Full vacation time will be computed for a fiscal year beginning July 1 and ending June 30.

e. Partial vacation will be computed according to the chart below:

**Accrual Basis**

<u>Employment Begins</u>	<u>Vacation Days</u>
Aug. 1-31	9
Sept. 1-30	8
Oct. 1-31	7
Nov. 1-30	6
Dec. 1-31	5
Jan. 1-30	4
Feb. 1-28(29)	3
Mar. 1-31	2

*Vacations on the above chart must be taken during the following year beginning July 1 and ending June 30.*

f. To allow for special circumstances, five (5) days carryover vacation time will be allowed.

g. Vacations must be approved in advance by the supervisor. Such approval will be in writing and a copy will be forwarded to the Personnel Office for inclusion in the employee's attendance card.

- h. Request for extended vacation time (more than five (5) days) must be made a minimum of five (5) days in advance of the anticipated vacation.
- i. When an employee represented by the Transportation Employees Association transfers from a ten (10) month position to a twelve (12) month position, adjustment will be made according to the following formula:

$$\frac{\text{Years of Service} \times 10}{12} = \text{Years of Service for Vacation Computation}$$

- 4. Holidays - Eleven (11) paid holidays per year. In addition to the nine holidays granted to Bus Drivers, July 4 and Labor Day will be granted to the School Bus Route Coordinator and Mechanics
- 5. Field Trips - The School Bus Route Coordinator is eligible to drive field trips after regular work hours.
- 6. Safety Incentive - The School Bus Route Coordinator will be eligible for the safe driver incentive based only on earnings from field trip driving.
- 7. Entry Level Salary - \$18,000.
- 8. Clothing Allowance - Coveralls, uniforms, face masks, respirators, safety glasses and hard hats that are deemed necessary by the District will be provided at no cost to the employee.
- 9. Lunch -- A thirty (30) minute lunch period will be provided for the School Bus Route Coordinator and for mechanics whose workday is at least five (5) hours in length. Lunch periods are unpaid and will be free of all duty.

#### **34. BUS DRIVERS AND ROUTE COORDINATOR ONLY**

The following articles will apply to Bus Drivers and the Route Coordinator only:

- Article 15 – Field Trips
- Article 16 – Field Trip Rate
- Article 17 – Seniority
- Article 29 – Inclement Weather

#### **35. ATTENDANCE INCENTIVE**

Each member of the bargaining unit who has no absences during each half of the work year, except for a death in the family (as defined by article 25 of the contract), shall receive a \$50 award for each half of the work year in which the employee has no absences.

A half-year for purposes of this award shall be defined as July 1 through December 31 and January 1 through June 30 for mechanics and September 1 through January 30 and February 1 through June 30 for bus drivers.

Each mechanic who has no absences during each half of the work year, except for death in the family (as defined by article 25 of the contract), shall receive a \$50.00 award for each half of the work year. Vacation days are not considered absences. A half-year, for the purpose of this award, shall be defined for mechanics as July 1 through December 31 for the first half of the year and January 1 through June 30 for the second half of the year.

The provisions of this article shall fully expire on June 30, 2007. The parties to this agreement fully understand their rights under Section 209-a(1)(e) OF THE Civil Service Law (Triborough Amendment), and agree to waive any rights provided by Section 209-a(1)(e) of the Civil Service law with respect to this article.

### **36. MANDATORY TRAINING**

Bargaining unit members will receive compensation (driver's hourly rate) for Right-to-Know and Infection Control training, drug policy review (annually), summer safety meeting, biennial road test, biennial written test, and annual physical where such activities take place beyond regular work hours.

Hours of attendance at the mandatory thirty hour Basic Course of Study, required of all drivers in their first year of employment, will be paid at the entry level drivers' rate.

### **37. GRIEVANCE**

The purpose of this procedure is to provide an acceptable method for settlement of employee grievances over the interpretation of this agreement.

#### **A. Section I – Definitions**

1. A "grievance" is an alleged violation of the expressed written words in this agreement.
2. The "association" is the Transportation Employees Association.
3. A member is any person or group of persons in the negotiating unit covered by this agreement.
4. An "aggrieved party" is any member who believes he has been injured by the violation of this agreement.
5. The "principal" is a person holding the title or appointment in each building or his designee or the immediate supervisor in an out of school location.
6. The "superintendent" is the chief executive officer of the school district or his designee.
7. A "day" is one school day when pupils were in attendance. No grievance will be entertained unless the grievance has been presented at the first level within forty (40) school days after the member knew of the act upon which the grievance is based.

#### **B. Section II - Grievance Procedure**

Grievant must be present at all stages of the grievance - representation may be in attendance with the grievant.

##### **1. Level I**

The aggrieved party shall discuss his/her grievance informally with the principal or immediate supervisor. If the informal discussion does not result in a satisfactory resolution, the aggrieved party may, within five (5) days of the informal conference, submit the grievance to the principal on the approved grievance form (a copy of which is attached hereto and made a part hereof). The principal shall, within five (5) days of receipt of the formal grievance, render his decision in writing to the grievant.

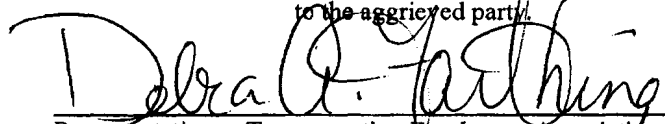


2. Level II

Should the grievant be dissatisfied with the decision rendered at Level 1, he/she may within ten (10) days submit the grievance, the decision rendered at Level 1 and any supporting documents to the Superintendent for his consideration. The Superintendent shall render his determination and ruling in writing to the aggrieved party.

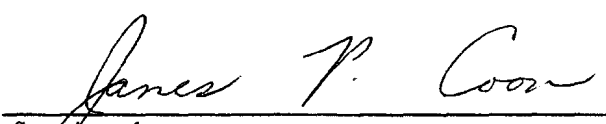
3. Level III

Should the aggrieved party be dissatisfied with the decision rendered at Level 2 the aggrieved party may, within ten days, request a hearing with the Board of Education. The Board of Education may conduct a hearing. Within ten (10) days after the hearing the board of education shall render its decision in writing to the aggrieved party.

  
Representative - Transportation Employees Association

Date

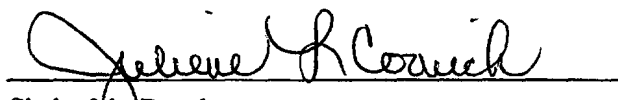
5/4/04

  
Superintendent

Date

5/04/04

Appropriate resolution under Section 204 A of the Taylor Law – passed by the Board of Education on April 5, 2004;  
Resolution Number: 04-4-G16

  
Clerk of the Board

Date

5/4/04

**UNION-ENDICOTT CENTRAL SCHOOL DISTRICT**  
**Personnel Office**

**CLASSIFIED STAFF – GRIEVANCE FORM**

<b>Department/School</b> _____	<b>Grievance Number</b> _____
	<b>Date Filed</b> _____
	<b>Time</b> _____

**Name of grievant(s)** \_\_\_\_\_

**Position of grievant(s)** \_\_\_\_\_

**Contract reference(s)** \_\_\_\_\_

**Nature of the grievance** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Relief requested** \_\_\_\_\_

\_\_\_\_\_

*Bargaining Unit Representative*

*Grievant*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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